

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISIONS

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

**SOUTHERN CALIFORNIA DRYWALL/LATHING
MASTER AGREEMENT**

BETWEEN

DRYWALL/LATHING CONFERENCE ✓

OF THE

WESTERN WALL & CEILING ✓
CONTRACTORS ASSOCIATION, INC.

AND

SOUTHERN CALIFORNIA CONFERENCE ✓
OF
CARPENTERS

ARIZONA STATE COUNCIL ✓
OF CARPENTERS

AND

NEVADA STATE COUNCIL ✓
OF CARPENTERS

OF THE

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA
AFL-CIO

JULY 1, 1998 to JUNE 30, 2002

RECEIVED
Department of Industrial Relations
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Chief's Office

time to time in accordance with its terms. The Contractor shall have all of the rights, privileges and obligations set forth in such Trust Agreement. No amendment to the Trust Agreement may increase the obligation of the Contractor to contribute to the Fund except as provided in this Agreement. The costs of establishing and maintaining the Fund and the promotion program shall be borne out of contributions to said Fund.

In the event a Contractor wishes to challenge any aspect of the expenditure or administration of the Fund, he shall file such complaint in writing with the office of the Fund within forty-eight (48) hours after occurrence of the event complained of, or after he might reasonably be expected to have knowledge of the facts forming the basis of the complaint by reasonable investigation, whichever first occurs, or he shall be deemed to have waived and abandoned such claim based upon the operation or expenditures of such Trust.

The Fund is to be the successor to the Southern California Drywall/Lathing Labor-Management Cooperation Committee, and the parties agree that the Cooperation Committee shall be terminated and merged with the fund and its assets transferred to the Fund.

ARTICLE XIX

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance of that provision.

It is the intent of the parties of this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State law. Its interpretations and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

ARTICLE XX

WORKING CONDITIONS

Section 1. HOLIDAYS

Recognized holidays of the Southern California Area Carpenters Master Labor Agreements shall be the recognized holidays of this Agreement. For reference only, the currently recognized holidays in the Twelve Southern Counties are as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Section 2. WORKDAY

(a) Eight (8) consecutive hours, exclusive of one-half (1/2) hour meal period, between 7:00 a.m. and 5:00 p.m. shall constitute a day's work unless otherwise agreed upon by the parties hereto. All other hours worked shall be governed by sub-sections (b) through (f), and Section 4, Special Shifts. The Contractor may utilize a one-hour meal period, providing he has obtained written permission from the Local Union having area jurisdiction of the work being performed. No person shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour meal period. Forty (40) hours, Monday 7:00 a.m. through Friday 5:00 p.m., shall constitute a week's work except as provided under Article XIII hereof. Upon mutual agreement confirmed in writing between the Contractor and the District Council, an eight-hour work day may be established utilizing a time prior to 7:00 a.m. which will be paid at the straight time rate.

(b) Overtime shall not be worked unless an emergency exists and unless the Contractor obtains a written permit from the District Council having jurisdiction over such work in advance of beginning work on an overtime basis. The overtime permit shall be posted on the job. All overtime shall be paid on the basis of full hours.

(c) All overtime shall be paid at time and one-half except for Sundays and Holidays which shall be paid at double time.

(d) Overtime worked on Saturdays shall be paid at time and one-half for eight hours; overtime worked beyond eight hours shall be paid at double time.

(e) Piecework rates shall be paid at one and one-half and/or double the piecework rate as set forth above.

(f) Makeup days, whole days only, shall be permitted on Saturdays at the straight time rate with prior approval of the UNION. Makeup days will be allowed for inclement weather and other conditions beyond the control of the Contractor. Work by employees on a Saturday

31-X-41

MEMORANDUM OF UNDERSTANDING
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Drywall/Lathing Master Agreement shall be amended as follows:

1. Change all references to District Council to Southwest Regional Council of Carpenters. Delete references to Arizona State Council of Carpenters and Nevada State Council of Carpenters on page 1.
2. Section 2 Add firestop work to job description (language to follow). Add the following language:
3. ARTICLE IV Change address of Southern California Conference of Carpenters on Article IV, Section 3.
4. Amend Article X, Section 6 to read

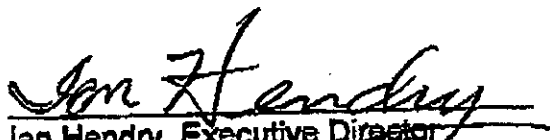
Section 6 In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any ~~significant degree~~ **legally sufficient degree** of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work on that job or project.

5. Change Article X, Section 7 to read as follows:

On behalf of each individual Contractor signatory hereto, the Association, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and having been presented, or having been offered to be presented with, by the Union, proof that the Union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grant, on behalf of itself and each of its members in their individual capacities, recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this

from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

10. Agreement to be effective July 1, 2002.


Ian Hendry, Executive Director
Western Wall and Ceiling Contractors Assoc.


Gordon K. Hubel, Contract Administrator
Southern California Conference of
Carpenters